

# **CITY OF SEAT PLEASANT, MARYLAND**



## **REQUEST FOR PROPOSALS – FEGGANS CENTER DEMOLITION**

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## **I. Overview**

The City of Seat Pleasant, Maryland (the “*CITY*”) is requesting competitive sealed proposals from qualified contractors for the demolition of the commercial structure located at 311 68<sup>th</sup> Place, Seat Pleasant, Maryland, known as the John E. Feggans Center (the “*SITE*”). (See Appendix A.)

## **II. Background**

The *SITE* was constructed in the 1950s and was originally used as an elementary school. In the 1970s, the school closed and the *CITY* acquired the building for use as a multipurpose facility, which housed the *CITY*’s Police Department, a banquet facility and numerous non-profit community service organizations.

On January 12, 2009, the Seat Pleasant City Council adopted Resolution R-09-09 – Direct Closure of the Feggans Center, which officially condemned and closed the *SITE* for safety reasons, as the *SITE* had fallen into a state of significant deterioration and disrepair. (See Appendix B.)

## **III. Responses and Other Requirements**

All responses to this RFP shall include one (1) original and two (2) copies on 8.5” by 11” paper, printed in 12-point font. Responses must be bound and sealed and must be mailed or delivered to:

The City of Seat Pleasant  
Feggans Center Demolition RFP  
Attn: LaTasha C. Gatling, City Administrator  
6301 Addison Road  
Seat Pleasant, Maryland 20743-2125

The words “Feggans Center Demolition RFP” must be printed on the sealed envelope. Responses to this RFP shall only be evaluated upon what is submitted and it is incumbent upon each responding contractor to submit information sufficient to enable the *CITY* to fully evaluate the contractor’s capabilities and experience.

Responses to this RFP must be received by 5:00 p.m. on Friday, February 21, 2014. Responses received after the foregoing deadline shall be deemed late and may not be considered. The *CITY* will not accept faxed submissions or submissions sent via email. Unless otherwise requested by the *CITY*, a responding contractor cannot submit additional information after the foregoing deadline. All responding contractors shall be notified in writing of any changes in the specifications contained in this RFP. The *CITY* reserves the right to request clarification of information provided in any response to this RFP without changing the terms hereof.

Each responding contractor, in submitting a response to this RFP, acknowledges and agrees that it may not modify, withdraw or cancel its response for one hundred and twenty (120) days following the time and date designated for the receipt of responses or in any amendments thereto. Prior to the time and date designated for receipt of responses, early responses may be modified or withdrawn only by notice to the *CITY*. Timely modifications or withdrawals of responses must be in writing and must be received by the *CITY* on or before the date and time set for receipt of responses.

**Mandatory Site Visit:** A mandatory pre-bid *SITE* visit is scheduled for 10:00 a.m. on Friday, February 14, 2014. Please register via email ONLY at [kyrthlyn.rhoda@seatpleasantmd.gov](mailto:kyrthlyn.rhoda@seatpleasantmd.gov) no later than 5:00 p.m. on Wednesday, February 12, 2014. Failure to attend the *SITE* visit will be cause for rejection of any response to this RFP.

Any additional questions/concerns not addressed during the pre-bid *SITE* visit must be sent via email to [latasha.gatling@seatpleasantmd.gov](mailto:latasha.gatling@seatpleasantmd.gov). All questions and the *CITY*'s responses thereto all questions shall be posted on the *CITY*'s website. The deadline for submission of questions is 11:59 p.m. on Monday, February 17, 2014.

The RFP will be awarded on Friday, March 7, 2014 via email.

The *CITY* reserves the right, in its sole and absolute discretion, to reject any and all submissions received in response to this RFP and to cancel this RFP at any time, for any or no reason, prior to entering into any binding agreements. Responses to this RFP vest no legal or binding rights in the responding contractor, nor do they or are they intended to impose any legally binding obligations upon the *CITY* or any official or employee of the *CITY* unless and until a final legal binding agreement is negotiated and executed. This RFP does not represent a commitment or offer by the *CITY* to pay any costs incurred in the preparation of a response to this RFP, nor does it commit the *CITY* to pay any costs incurred in the negotiation or other work in preparation of, or related to, an agreement between the successful contractor and the *CITY*.

All responses to this RFP shall become a part of the *CITY*'s official files. The *CITY* is not obligated to return any responses or other submissions. If a contractor contends that any part of its response is proprietary or confidential and is therefore limited to disclosure under the Maryland Public Information Act, Md. Code Ann. State Gov't §§10-611 *et seq.* (the "MPIA"), the contractor must identify all information that is confidential or proprietary and provide justification for why such materials should not be disclosed by the *CITY* under the MPIA. The *CITY*, as the custodian of responses to this RFP, reserves the right to determine whether or not material deemed proprietary or confidential by any contractor is, in fact, proprietary or confidential as required by the MPIA, or if the MPIA permits nondisclosure. The *CITY* will favor disclosure in responding to any request for public records made under the MPIA.

The successful contractor shall be required to negotiate a project agreement with the City and shall be required to complete the demolition work described herein within sixty (60) business days (excluding weekends and federal/State holidays) from the *CITY*'s issuance of a notice to proceed. This RFP and the selected contractor's response to this RFP may, by reference, become a part of any formal agreement between that contractor and the *CITY*. Any commitment made by the *CITY* will be subject to the appropriation of funds by the Seat Pleasant City Council to carry out any such commitments and the execution of an agreement(s) acceptable to the *CITY*. The successful contractor shall, at its own cost and expense, be required to comply with and adhere to all applicable federal, State and local laws and regulations, including all applicable work safety regulations.

#### IV. Responses to this RFP

Each response to this RFP must include the following in order to be considered:

A. **Cover Page:** The cover page shall contain the RFP's title, the contractor's name and the submission date.

B. Transmittal Letter: The transmittal letter shall not exceed two (2) pages in length and shall contain:

1. The name, title and contact information of the individual(s) with authority to bind the contractor. Such individual(s) should also sign the transmittal letter and certify as follows:

“The undersigned hereby certifies, on behalf of the contractor named herein, that the information provided in this response to the RFP issued by The City of Seat Pleasant is accurate and complete and that the undersigned is duly authorized to submit the same. The undersigned further certifies that the he or she has reviewed the RFP in its entirety and accepts its terms and conditions on behalf of the contractor named herein.”

2. The address and legal form of the contractor. Include a statement that the contractor is authorized to do business in the State of Maryland and is in good standing. An additional statement should be included that the firm is not in arrears in the payment of any obligation due and owing the State of Maryland or Prince George’s County, including tax payments and employee benefits, and that it shall not become so during the term of its agreement if selected.

3. A statement of the contractor acknowledging receipt of this RFP in its entirety, inclusive of each and every appendix and addendum that the *CITY* may issue as part hereof.

4. A statement that, if selected, the contractor will negotiate in good faith with the *CITY*.

5. A statement that the response to this RFP shall be valid for a minimum of one hundred and twenty (120) days from the date of submission, and a statement that the contractor grants the *CITY* a non-exclusive right to use or cause others to use the contents of its response or any part thereof for any purpose.

C. Statement of Qualifications: The *CITY* seeks a contractor with solid experience and capability, proven through a record of completing projects of similar size and scope to that which is the subject of this RFP. Contractors should include a summary that demonstrates an understanding of the requirements of this RFP, as well as a description of how the contractor proposes to integrate the physical, managerial and financial components required to ensure the success of its response.

D. Background Information, Project Information and Past Performance: It is essential that the *CITY* fully understand the experience and capabilities of all responding contractors. Thus, contractors shall provide complete information that explains the relationship among the contractor’s personnel and their respective roles and contributions, as follows:

1. Provide a description of the contractor’s organizational structure, identification of principals and length of time in business.

2. Years of experience and detailed qualifications in performing the range of demolition work described herein. Past projects will be reviewed to determine if the contractor has successfully completed projects similar in nature and scope. Contractors shall provide narrative examples of three (3) projects that are similar in nature to the project described in this RFP.

3. Identify the contractor's existing commitments to other projects and, with respect to each project, specify its type, expected duration and dollar value.

4. Highlight projects where the contractor has previously contracted with local governments to perform projects that are of similar size and scope as that which is the subject of this RFP. Projects included for reference should be described only once, and the description should include: project size by total land and building area; project scope; location; project length from inception to completion; and client references, including authorization to contact those references provided. For each reference, indicate the contact person's role in the completed project and the time period of his or her involvement.

5. Resumes of all key personnel to be involved in the demolition work described herein are required and should include: relevant experience, details regarding each individual's specific role proposed for the demolition work described herein, education and professional licensing. Discuss how each individual identified would manage this project in addition to their existing projects, if applicable.

6. Contractors should identify, with specificity, any other relevant organizations, consultants, independent contractors or other available resources that will be committed to this project.

7. A statement that the contractor shall, at its own cost and expense, comply with and adhere to all applicable federal, State and local laws and regulations, including all applicable work safety regulations, in the performance of the demolition work described herein. .

E. Time Line: A general estimated time line for completion of the demolition work described herein is to be included. The time line should conform to the sixty (60) business day timeframe required hereunder.

F. Financial Capability: It is necessary for the *CITY* to fully understand the contractor's financial capability to undertake and successfully complete the demolition work described herein. Under separate cover and marked "Confidential," contractors shall provide current interim statements and audited annual financial statements for the last two (2) fiscal years. A duly authorized officer or member of the contractor shall certify that the statements present an accurate representation of that firm's financial condition as of the date of the statements.

G. Pricing Proposal: This should include the complete, itemized cost of the demolition work described herein and shall include all labor, materials and equipment needed to complete the work. Labor will include payments of prevailing wage rates as determined by the Department of Labor.

H. Indemnity: The successful contractor shall be required to indemnify and hold harmless the *CITY*, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees, to the extent resulting from a willful or negligent act or omission of the contractor, its officers, agents, servants or employees in the performance of the demolition work described herein; provided, however, that the contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees to the extent resulting from a willful or negligent act or omission of the *CITY*, its officers, agents, servants or employees.

I. Insurance: The successful contractor engaged by the *CITY* shall be required to obtain and maintain in force, until completion of the work to be performed under the negotiated agreement between the contractor and the *CITY*, the following types and limits of insurance coverages, with a company or companies lawfully authorized to do business in the State of Maryland. All insurance shall be by insurers and for policy limits acceptable to the *CITY*, and before commencement of the demolition work described herein, the contractor shall furnish the *CITY* with certificates of insurance or other evidence satisfactory to the *CITY* that such insurance has been procured and is in force.

1. Workers Compensation and Employer's Liability Coverage:

a. Statutory Workers Compensation coverage in accordance with the laws of the State of Maryland.

b. Employer's Liability Coverage with a limit of at least \$500,000 for bodily injury by accident and \$500,000 for bodily injury by disease.

2. Commercial General Liability Coverage. This coverage will be written with a combined single limit for bodily injury, personal injury and property damage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage under this policy will include the following extensions:

a. Coverage for underground, explosion and collapse hazards, where applicable.

b. Coverage for the acts of independent contractors.

c. Blanket Contractual Liability coverage, covering all indemnity agreements.

d. Endorsement naming the contractor and the *CITY* as additional insureds and specifying that such coverage will be considered primary, not excess of or contributing with, any similar coverage available to these parties. Use of any Additional Insured endorsement other than the specific endorsement above shall first be approved by the contractor and the *CITY*.

3. Commercial Automobile Coverage. This coverage shall include all owned, leased, hired and non-owned automobiles and be written at a combined single limit for bodily injury and property damage of at least \$1,000,000 per accident. Coverage under this policy will include the following extension:

a. Endorsement naming the contractor and the *CITY* as additional insureds and specifying that such coverage will be considered primary, not excess of or contributing with, any similar coverage available to these parties.

4. Umbrella Liability Coverage. Such coverage shall be written at minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Coverage under this policy shall include the following extension:

a. Endorsement naming the contractor and the *CITY* as additional insureds and specifying that such coverage will be considered primary, not excess of or contributing with, any similar coverage available to these parties.

5. All of the above-specified policies shall be endorsed to require that a thirty (30) day written notice of cancellation, non-renewal or material change of coverages be provided to the *CITY*.

6. All carriers providing coverage shall be licensed in the State of Maryland and have an A.M. Best rating of at least A-.

J. Additional Information: The *CITY* reserves the right to request additional information during the RFP review period.

## **V. Evaluation Criteria and Scoring**

In evaluating responses to this RFP, the *CITY* will take into consideration the experience, capacity and costs proposed by each responding contractor. The following evaluation criteria and point system will be considered in reviewing all responses:

A. Contractors will be awarded up to twenty (20) points for background information, experience and past performance.

B. Contractors will be awarded up to twenty (20) points for their capacity to meet timelines. Consideration will be given to applicants who have familiarity with the area, including knowledge of and experience working with local governments.

C. Contractors will be awarded up to twenty (20) points for pricing.

D. Contractors will be awarded up to twenty (20) points for their experience in meeting MBE/WBE, Local Hiring, Davis-Bacon and HUD Section 3 requirements.

E. Contractors will be awarded up to twenty (20) points for their experience and proposed practices regarding the following:

1. Engaging community stakeholders and building effective community partnerships and collaborations;
2. Utilizing local suppliers and retailers;
3. Sustainability/Green practices; and
4. Effective schedule and budget management throughout the demolition process.

F. Selection Process: A selection committee comprised of members selected by the *CITY* shall review all responses to this RFP in accordance with the evaluation criteria set forth herein. Responses that are submitted timely and comply with the mandatory requirements hereunder will be evaluated in accordance with the terms hereof. Any contract resulting from this RFP will not necessarily be awarded to the contractor who submits the lowest bid. Rather, any contract resulting from this RFP shall be awarded to the contractor whose response received the most points out of a possible one hundred (100) points in accordance with the foregoing evaluation criteria.

## **VI. Scope of Work**

The successful contractor shall be required to:

- A. Visit the *SITE* and become familiar with the existing conditions and the scope of the demolition work, as well as the surrounding conditions that may affect the cost and progress thereof (see additional requirements).
- B. Provide all supervision, materials, tools, machinery, labor, fuel and other items necessary for completion of the demolition work.
- C. Assume responsibility for costs incurred during the RFP process, including preliminary cost, site visit cost and cost incurred in the development of the contract.
- D. Obtain any and all federal, State and local permits needed for the demolition work.



E. Prepare the *SITE* and premises thereof for demolition, which includes but is not limited to:

1. Draining, purging or otherwise removing, collecting and disposing of chemicals, gases, explosives, acids, flammables or other dangerous materials in accordance with applicable law before proceeding with the demolition work.

2. Transporting all hazardous materials to a landfill and obtaining documentation evidencing that all such materials were received and accepted by a landfill facility licensed to accept hazardous wastes.

3. Removal of identified Asbestos Containing Material (“ACM”) and any other suspected ACM not identified and proper disposal of the same in accordance with applicable federal, State and local laws and regulations.

4. Employing a certified, licensed exterminator to treat the *SITE* and control rodents and vermin before and during demolition operations.

5. Conducting demolition operations and removing debris to ensure minimum interference with roads, streets, walks and other adjacent occupied and used structures.

6. Closing or obstructing streets, walks or adjacent occupied or used structures only with permission from the appropriate authorities having jurisdiction and providing alternate routes around any such closed or obstructed streets, walks or adjacent occupied or used structures if so required by such authorities or applicable law.

7. Conducting demolition operations and removing debris to ensure minimum interference with roads, streets, walks and other adjacent occupied and used facilities.

8. Erecting temporary protection such as walks, fences, railings, canopies and covered passageways, where required by the appropriate authorities having jurisdiction. All such structures shall be removed upon completion of the demolition project.

9. Protecting existing *SITE* improvements, appurtenances and landscaping.

10. Erecting a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees, to remain if necessary.

F. Refrain from the use of explosives or burning debris on the *SITE*. Such explosives and burning are expressly prohibited.

G. Assume responsibility for pollution control on the *SITE*, which includes but is not limited to:

1. Complying with any and all hazardous air regulations as regulated by the United States Environmental Protection Agency (“EPA”).

2. Requiring under federal law that any authorized EPA personnel shall freely enter any part of the *SITE* to review any records, inspect any demolition method and sample or observe any emissions.

3. Submitting proposed dust control and noise control measures.

4. Preventing the creation of hazardous or objectionable conditions, such as ice, flooding and pollution, when using water.

5. Removing and transporting debris in a manner that will prevent spillage.

6. Limiting hours of operation to Monday through Friday during the hours of 8:00 a.m. to 5:00 p.m. Special hours must be approved by the *CITY*. Noise pollution shall be limited at all times to prevent objectionable conditions.

H. Demolition of the *SITE*, which includes but not limited to:

1. Building demolition: Demolish buildings, structures, facilities and other debris, such as brush and trees or logs, and completely remove from the *SITE*. Use methods required to complete such work in accordance with applicable law and as follows:

a. Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors or framing.

b. Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.

c. Break up and remove concrete slabs on grade, unless otherwise shown to remain.

d. Break up and remove concrete slabs on grade, unless otherwise shown to remain.

e. Remove air conditioning equipment without releasing refrigerants.

f. Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.

2. Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows:

a. Basement Excavation: Below-grade structures, foundation/basement floor, walls, ceilings and sump pumps shall be totally removed.

b. Filling below-grade areas: Completely fill below-grade areas and voids resulting from demolition of buildings and pavements with appropriate soil materials. Soil should be free of clay, rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation and other material that will deteriorate.

3. General:

a. The contractor shall promptly repair damages to adjacent facilities or structures caused by demolition operations.

b. The contractor shall preserve all surrounding buildings and property. The contractor should note the proximity of surrounding buildings. Any damage to surrounding buildings or property will be repaired by the contractor at his expense.

c. The contractor shall not allow demolition materials to accumulate on the *SITE*. Prompt removal and proper disposal of all materials, and providing the *CITY* with landfill tipping/weighing receipts no later than one (1) business day after receipt by landfill facility. Debris to be delivered to landfills shall be in accordance with state and local codes and ordinances. All loads shall be covered and secured prior to and during transport. The contractor shall relieve the *CITY* of all liability in the disposal of debris. The contractor is responsible for all dumping and landfill fees and permits, if applicable and shall supply the *CITY* with a copy of all landfill and disposal receipts.

## APPENDIX A



Google

To see all the details that are visible on the street, use the 'Pencil' icon next to the map.









## **APPENDIX B**

### **COUNCIL OF THE CITY OF SEAT PLEASANT, MARYLAND**

#### **RESOLUTION NO. R-09-09**

<b>Introduced By</b>	<b>Councilmember Latasha Gatling</b>
<b>Date Introduced</b>	<b>January 12, 2009</b>
<b>Date Adopted</b>	<b>January 12, 2009</b>
<b>Date Effective</b>	<b>January 12, 2009</b>

#### **A RESOLUTION to**

#### **DIRECT CLOSURE OF THE FEGGANS CENTER**

**FOR** the purpose of directing the City Administrator to close the Feggans Center.

**WHEREAS**, the City of Seat Pleasant owns and operates a municipal building known as the Feggans Center; and

**WHEREAS**, the Feggans Center contains, among other things, offices that are used for City purposes and other offices that are leased to non-profit organizations, a meeting room, and a large hospitality room known as the Crystal Room that is made available by agreement for private functions and otherwise made available for community activities; and

**WHEREAS**, the Feggans Center is in a state of significant disrepair and poses potential health and sanitation issues to occupants of the building; and

**WHEREAS**, the City Council has determined that it is in the best interests of the City to close the Feggans Center at the earliest practicable date.

**SECTION I. NOW THEREFORE BE IT RESOLVED** by the Seat Pleasant City Council that the City Council hereby directs the City Administrator to arrange for the closure of the Feggans Center at the earliest practicable date. In implementing this directive, the City Administrator shall:

1. Not enter into any new leases or agreements for use of offices, the Crystal Room, or other space at the Feggans Center.
2. Take appropriate steps to terminate existing leases for use of space at the Feggans Center at the earliest practicable date, and to work with existing tenants to attempt to find alternative space within the City of Seat Pleasant.

*Resolution R-09-09, Closure of Feggans Center  
January 12, 2009  
Page 1 of 2*



## APPENDIX B (Cont.)

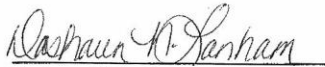
3. Honor existing agreements for the use of the Crystal Room unless the City Administrator determines that the condition of the Feggans Center would present an imminent danger to the health or safety of invitees to the Crystal Room. If the City Administrator determines that the condition of the Feggans Center would present an imminent danger to health or safety of invitees to the Crystal Room, the City Administrator may terminate existing agreements and provide notice of, and the reasons for, such termination promptly to those parties who have contracted with the City for the use of the Crystal Room.

4. Take all steps reasonably necessary to prevent use of the Feggans Center by members of the general public, except to the extent otherwise allowed by this Resolution.

**SECTION II. AND BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

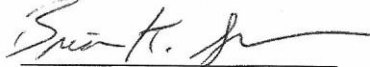
**SECTION III. AND BE IT FURTHER RESOLVED** that the City Clerk shall provide copies of this Resolution to the City Administrator.

Attest:



Dashaun N. Lanham  
City Clerk

Signed:



Brian K. Shivers  
City Council President